



## CITY OF ATLANTA

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Kasim Reed  
Mayor

DEPARTMENT OF PROCUREMENT  
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP  
Chief Procurement Officer  
[asmith@atlantaga.gov](mailto:asmith@atlantaga.gov)

November 20, 2014

### INTERESTED PROPONENT:

**Re: FC-7744, Program Management Support Services at Hartsfield-Jackson Atlanta International Airport**

Attached is one (1) copy of **Addendum No. 3**, which is hereby made a part of the above-referenced project.

For additional information, please contact the following personnel for the respective solicitation: for FC-7744, Kiondria Walker, Contracting Officer at (404) 330-6654, or via email at [kmwalker@atlantaga.gov](mailto:kmwalker@atlantaga.gov).

Sincerely,

A handwritten signature in cursive script that reads "Adam L. Smith".

Adam L. Smith

ALS:kaw

**Addendum No. 3**

**Re: FC-7744, Program Management Support Services at Hartsfield-Jackson Atlanta  
International Airport**

November 20, 2014

Page 2

This Addendum forms a part of the Request for Proposal and modifies the original solicitation package as noted below and in the attached documents.

- Answers questions received from interested proponents;
- Modifies contents of proposals/required submittals;
- Revises Exhibit D: Insurance/Bonding Requirements; and
- Revises Form 2, Contractor Disclosure Form and Form 4, Proponent Financial Disclosure Form.

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Proposals are now due **Wednesday, December 17, 2014**, and should be time stamped no later than 2:00 p.m. EST on this day, and delivered to the address below:

Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP  
Chief Procurement Officer  
Department of Procurement  
55 Trinity Avenue, S.W.  
City Hall South, Suite 1900  
Atlanta, Georgia 30303

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**NO FURTHER QUESTIONS WILL BE ACCEPTED AT THIS TIME.**

**\*\*\*All other information remains unchanged\*\*\***

**Addendum No. 3**

**Re: FC-7744, Program Management Support Services at Hartsfield-Jackson Atlanta  
International Airport**

November 20, 2014

Page 3

**Acknowledgement of Addendum No. 3**

Proponents must sign below and return this form with its proposal to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, Georgia 30303 as acknowledgement of receipt of this addendum on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Legal Company Name of Respondent

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**MODIFICATIONS ARE INDICATED IN BOLD ITALIC FACE TYPE**  
**PROJECT NUMBER FC-7744 – PROGRAM MANAGEMENT SUPPORT SERVICES AT HARTSFIELD-  
JACKSON ATLANTA INTERNATIONAL AIRPORT**  
**ADDENDUM #3**

The following questions and/or clarifications were requested by various Proponents:

1.   **Question:**   Reference RFP Section 3.2.1, page 12. Please clarify the information being requested, the org chart provided in the RFP did not include any visible shading and also does not readily match the Key/Supplemental Personnel described in RFP Section 3.4.

**Answer:**    *See the attached revised chart attached to Addendum No. 3.*
2.   **Question:**   Reference RFP Section 3.2.2, page 12. Are the "DOA mandated positions" referred to in this Section the seven (7) Key Personnel and three (3) Supplemental Personnel requested in Section 3.4?

**Answer:**    *The DOA mandated positions are the same 7 positions that are listed as Key Positions in Part 2, 3.4.1.*
3.   **Question:**   Reference RFP Section 3.2.2, page 12. Should resumes for our ten "bench strength" personnel be submitted as part of our response to RFP Section 3.2.2, or should they be included with all other resumes as part of Section 4?

**Answer:**    *Include in 3.2.2 and clearly indicate them as bench strength.*
4.   **Question:**   Reference RFP Section 4.3, page 17. May 11 x 17 sheets be used sparingly for large graphics such as org charts, maps, etc?

**Answer:**    *Yes.*
5.   **Question:**   Reference RFP Section 4.3, page 17. Does the 12pt font requirement apply to graphics, charts and tables?

**Answer:**    *You may use 10 point font type on graphics, charts, tables and figure captions.*
6.   **Question:**   Appendices. Can we include Appendices of additional information, for example an appendix of resumes of staff in addition to Key, Supplemental, and Bench Team?

**Answer:**    *We would advise that you do not include Appendices of additional information.*
7.   **Question:**   RFP Reference Part 1, 13., page 4, Insurance Requirements – a notarized letter from the insurer(s) indicating the financial capacity of the Proponent is such that the insurer is willing to issue insurance for the Proponent if awarded.... Does this letter need to be completed for the JV or by each of the JV partners? Where would you like this letter to go in the proposal response?

**Answer:**    *The letter(s) are to be completed by each of the JV Partners if it is a newly formed entity (formed within the last three years) or, if formed over three years ago, by the JV. The letter(s) may be attached to Form 4 of your proposal.*
8.   **Question:**   RFP Reference Part 1, 13., page 4, Financial Letter –a notarized letter from an appropriate financial institution indicating that it is willing to issue such performance guarantee for the Proponent if awarded. Does this letter need to be completed for the JV or by each of the JV partners? Where would you like this letter to go in the proposal response?

- Answer:** *The letter(s) are to be completed by each of the JV Partners if it is a newly formed entity (formed within the last three years) or, if formed over three years ago, by the JV. The letter(s) may be placed within your proposal.*
- 9. Question:** Reference RFP Part 1, 18, page 5 and Part 2, 2.2.1, page 9 -Form 1. Illegal Immigration Reform and Enforcement Act Forms. What is the required placement? Do you want it on top of the proposal or in Volume II or in both places?
- Answer:** *Per Part 2, Section 2.2.1 of the RFP, the Illegal Immigration Reform Forms should be submitted on the top of the proposal.*
- 10. Question:** Reference RFP Part 4, Form 1. Illegal Immigration Reform and Enforcement Act Forms. Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3) and Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4) pages 25-26. What is the difference between a Subcontractor and a Sub-contractor?
- Answer:** *This question is unclear and does not allow for an authoritative response.*
- 11. Question:** Reference RFP Part 4, Form 4. Proponent Financial Disclosure Form, page 35. Please clarify "...the Proponent is a newly formed entity (formed within the last three years) made up of two separate entities (e.g., a majority interest owner and a minority interest owner), then financial disclosure is required from the Proponent entity, and financial disclosure is also required from each of the two owners (majority entity owner and minority entity owner) as well. A newly formed JV for this project will not have any financial disclosures/history, should this only be completed by the JV partners?
- Answer:** *The Proponent Financial Disclosure Form must be completed by each member of the JV partnership. In addition, the form must be completed on behalf of the JV Partnership. In the event that the JV partnership is newly-formed (as defined on Form 4), its representative must declare that the JV partnership is newly-formed and has insufficient information to respond to the questions on the form. Please see the revised Form 4 attached to Addendum 3.*
- 12. Question:** RFP Reference Part 4, Form 5 Acknowledgment of Insurance and Bonding Requirements – The first couple forms gave some sort of instructions on who was to complete the form. However there is no instruction on Form 5. Does this form need to be completed for the JV or by each of the JV partners?
- Answer:** *Form 5 must be provided by each JV partner, if it is a newly formed entity (formed within the last 3 years) or, if formed over three years ago, by the JV.*
- 13. Question:** Reference RFP Part 4, Form 7 Acknowledgement of Addenda, page 42 - The first couple forms gave some sort of instructions on who was to complete the form. However there is no instruction on Form 7. Does this form need to be completed for the JV or by each of the JV partners?
- Answer:** *This form must be completed by an authorized representative of the Joint Venture.*
- 14. Question:** Reference RFP Part 4, Form 9 Reference List, page 44 - The first couple forms gave some sort of instructions on who was to complete the form. However there is no instruction on Form 9. Does this form need to be completed for the JV or by each of the JV partners?
- Answer:** *This form must be completed by an authorized representative of the Joint Venture.*

15.     **Question:**     Reference RFP Exhibit A.2, page 87. Should Information Technology Specialist be included on this form?

**Answer:**     *No. Please refer to the revisions attached to Addendum No. 3.*

16.     **Question:**     RFP Reference Exhibit D. 1 Payment Bonds, 13, page 100 - Is a payment bond required for the proposal?

**Answer:**     *At, or prior to, Service Provider's execution of the Agreement, Service Provider must, at its own expense, deliver to the City a Payment Bond each in an amount equal to one hundred percent (100%) of the first year's Management Fee as specified in the Agreement, naming the City as co-obligee and issued by a surety company or companies in such form as approved by the City Attorney.*

17.     **Question:**     A. Is the Acord Certificate of Insurance naming the joint venture required as part of the proposal or at the time of award?

                              B. Is the "notarized letter from our proposed insurer indicating that the financial capacity of the Proponent is such that the insurer(s) is/are willing to issue insurance for the Proponent if a Services Agreement is awarded to it" required as part of the proposal or at the time of award? Should this be provided from each JV partner firm as well as the JV entity?

                              C. Is the "notarized letter from an appropriate financial institution indicating willingness of issue a performance guarantee" required as part of the proposal or at the time of award? Should this be provided from each JV partner firm as well as the JV entity?

                              D. Is Exhibit D-1, Attachment 1 Payment Bond required as part of the proposal or at the time of award?

**Answer:**     A. *Submit the Acord Certificate of Insurance at the time of award.*

                              B. *Per Part 1, Section 13 of the RFP, the notarized letter is required at the time of the submittal of the proposal attached to Form 4. It must be provided by each JV partner, if it is a newly formed entity (formed within the last 3 years) or, if formed over three years ago, by the JV.*

                              C. *Please refer to the answer to 17B above.*

                              D. *Please reference Part 5, Exhibit D, Section G.*

18.     **Question:**     Regarding Form 1. Contractor Affidavit: how do we present the forms? Stapled together and clipped to the outside of our Volume II binders? Would the City like one copy of Form 1 clipped individually to each of the 11 binders?

**Answer:**     *Per Part 2, Section 2.2.1 of the RFP, the Illegal Immigration Reform Forms should be submitted on the top of the proposal.*

19.     **Question:**     Can the City confirm that Subcontractor and sub-subcontractor affidavits are not required at the time of response submission, but will be required at contract execution, as per RFP p23, item 7?

**Answer:** Yes.

- 20. Question:** Can the City confirm that Form 2. Disclosure Form and Declaration Page is only required of the JV partner firms, and not subconsultants.

**Answer:** Yes.

- 21. Question:** Is the Form 4. Proponent Financial Disclosure Form required for the JV partner firms as well as subconsultants? Is this form required for the JV entity? If so, how would we show financial history of the newly formed JV entity?

**Answer:** *Submission of a completed Form 4 is not required from subconsultants. However, the Proponent Financial Disclosure Form must be completed by each member of the JV partnership. In addition, the form must be completed on behalf of the JV Partnership. In the event that the JV partnership is newly-formed (as defined on Form 4), its representative must declare that the JV partnership is newly-formed and has insufficient information to respond to the questions on the form. Please see the revised Form 4 attached to Addendum 3.*

- 22. Question:** Regarding the Form 5. Acknowledgement of Insurance and Bonding Requirements Form. Do we submit one form on behalf of the Joint Venture entity or one form for each JV partner firm?

**Answer:** *This form must be completed by an authorized representative of the Joint Venture.*

- 23. Question:** Regarding the Form 9. Reference List. Does the City desire 3 references total or may we submit 3 references for each JV partner firm?

**Answer:** *A minimum of three (3) references are required.*

- 24. Question:** Regarding the EBO-1. Covenant of Non-Discrimination form. Do we submit one form on behalf of the joint venture or one form from each of the JV partner firms?

**Answer:** *All Joint Venture partners must submit form EBO-1 with their bid proposal.*

- 25. Question:** Regarding the Form 5. First Source Agreement. Do we submit one form on behalf of the joint venture and then provide First Source job descriptions from our JV partner firms? Are five positions required?

**Answer:** *All proponents should submit EBO-Form 4 in an attempt to fill at least 50% of vacant entry level positions which are created as a direct result of this contracting opportunity. EBO-Form 4 and EBO-Form 5 should be filled out one time.*

- 26. Question:** For Key/Supplemental Personnel Resumes, are we limited to 2 projects on the resumes?

**Answer:** No.

- 27. Question:** Is local bidder preference status preferred or taken into account for this project?

**Answer:** No.

- 28. Question:** The stated DBE Goal is 18.1% AABE, APABE, and HABE. Do all 3 minority groups have to be represented in the 18.1%?

**Answer:** *This contracting opportunity is under the City of Atlanta's EBO program. The MBE 18.1% goal is to be fulfilled with any or all of the three MBE categories stated in Appendix A, (AABE, HABE and APABE).*

**29. Question:** Can we recreate the forms as necessary for more space?

**Answer:** *No. Proponents may add additional information on separate sheets and attach them to the original forms.*

**30. Question:** Is 12-point font required on all of the forms? Is 12-point font required on all tables and graphics used in the proposal?

**Answer:** *You may use 10 point font type on graphics, charts, tables and figure captions.*

**31. Question:** Do we need to submit our own EBO Plan or just comply with the City's Plan/goals?

**Answer:** *All proponents should submit the City of Atlanta's Office of Contract Compliance EBO plan to comply with City goal requirements. Forms EBO-2 and EBO-3 are the required submittals necessary to submit an EBO Plan. Please fill out these forms in their entirety.*

**32. Question:** Do we submit our JV agreement 14 days prior to due date for pre-approval, or submit with proposal? If 14 days prior, please provide details on where to send the agreement and how we will be notified of our pre-approval status.

**Answer:** *Proponents can submit their Joint Venture agreements to the City of Atlanta's Office of Contract Compliance for review fourteen days prior to the proposal due date. Any proponent who wishes to take advantage of this proposal review process must follow the instructions located on page 6 of Appendix A in the solicitation document (entitled "Joint Venture Participation on City of Atlanta EBO Projects"). All agreements must be forwarded to:*

*Mayor's Office of Contract Compliance  
City of Atlanta  
55 Trinity Ave., Suite 1700  
Atlanta, GA 30303*

*The Mayor's Office of Contract Compliance reserves the right to contact firms via e-mail, Fax or by telephone regarding the findings of the review of the Joint Venture agreement(s).*

**33. Question:** On p 17 of the RFP, item 4.1 indicates that proponent should include their EIN number on the package label. If our JV entity does not have an EIN number, should we list the EIN numbers for each JV partner firm?

**Answer:** *Yes.*

**34. Question:**

- A. Can we use 11 x 17 pages for detailed exhibits or graphics, such as the organizational chart?
- B. Is the font size to be 12 point on the organizational chart and all informational graphics?

**Answer:** *A. Yes.*

*B. You may use 10 point font type on graphics, charts, tables and figure*



*captions.*

35.    **Question:**    Page 119 of the RFP states that questions regarding the information in that section should be directed to the Office of Contract Compliance. Is it acceptable to contact the OCC for any questions that may arise as we complete this section?
- Answer:**       *All questions regarding this RFP should be submitted to the Department of Procurement. However, the question and answer period expired October 17, 2014 at 5:00 pm EST.*
36.    **Question:**    RFP p 12, item 3.1.2.4. requests a declarative statement regarding litigation in the past 5 years. Is the City asking for a listing of litigation in the past 5 years for all team members (JV partner firms and subconsultants)? If only for the JV partner firms, can we refer the City to the 10-year litigation listing of the JV partner firms provided in Volume II?
- Answer:**       *The City is asking for a listing of litigation in the past 5 years for JV partner firms. Please respond separately to both requests.*
37.    **Question:**    Will the City of Atlanta's Airport Capital Improvement Plan retain the diversity support services of its current outreach program – The Greater Atlanta Economic Alliance or will a newly customized training program need to be established?
- Answer:**       *It is up to the Proponent to describe its own program.*
38.    **Question:**    Section 5.5.4 of the Request for Proposals for Program Management Support Service at Hartsfield-Jackson Atlanta International Airport reads "The Consultant, in conjunction with the Mayor's Office of Contract Compliance (OCC), shall establish an outreach and training program to actively seek minority and disadvantaged Contractors/Subcontractors participation on the Program." Does the City of Atlanta wish to have an outreach/training program with stronger OCC presence/involvement? If so, in what capacity will OCC perform outside of the office's present duties?
- Answer:**       *Yes, the City of Atlanta wishes to have a strong vendor outreach /training program to work along with the Mayor's Office of Contract Compliance (OCC). OCC will work in conjunction with the DOA, Program Management Support Services Team and the program diversity manager to recruit as many minority and female owned businesses as possible. OCC will attend outreach sessions (including sessions conducted by the Program management Team) throughout the year in an effort to achieve this goal.*
39.    **Question:**    Exhibit D – Insurance/Bonding Requirements – Section A.3 (Insurance Requirements for Duration of Contract) uses the term "lease" in regards to defining insurance and bond requirements, please define in terms of this service-based agreement.
- Answer:**       *Please refer to the revised Exhibit D attached to Addendum No. 3.*
40.    **Question:**    Exhibit D – Insurance/Bonding Requirements – Section A.6 (Mandatory Sub-consultant Compliance) – Will the City consider a "Project-Specific" policy a reimbursable cost to meet this requirement?
- Answer:**       *Reimbursable costs as to this Agreement are described in Part 5, Exhibit A.1*

*Compensation. Please refer to the revised Exhibit D attached to Addendum No. 3.*

41. **Question:** Exhibit D – Insurance/Bonding Requirements – Section E (Property Insurance) – Please provide further definition as how this would apply to this service-based Agreement. Is it expected the PMSS Consultant would be leasing property for this assignment? If not, will this requirement be deleted?

*Answer: The requirement covers any furniture and or equipment the PMSS Consultant brings with them to this assignment. If all equipment and furniture are to be leased for this assignment, then the City may remove this requirement.*

42. **Question:** Exhibit D – Insurance/Bonding Requirements – Section G (Payment Bonds) refers to Payment Bonds covering “the execution of the Lease Agreement” and in an amount equal to “the current year’s price/MAG specified in the lease agreement”. Please define “Lease Agreement” in the terms of this service-based contract?

*Answer: Please refer to the revised Exhibit D attached to Addendum No. 3.*

43. **Question:** Exhibit D – Insurance/Bonding Requirements – Section G.1 (Payment Bonds) refers to Payment Bonds covering that covers “construction work”. How does this apply to the PMSS and this service-based agreement? This entire section does not appear to apply to this agreement. Please clarify.

*Answer: Please refer to the revised Exhibit D attached to Addendum No. 3.*

44. **Question:** Exhibit D – Insurance/Bonding Requirements – Section G.2 (Payment Bonds) refers to bonds issues as security for performance related to “faulty materials” or poor workmanship or both in accordance with warranty provisions of the Agreement”. This entire section does not appear to apply to this agreement. Please clarify as this applies to construction not a PMSS service. Professional based services cannot be “warranted”. This entire section does not appear to apply to this agreement.

*Answer: Please refer to the revised Exhibit D attached to Addendum No. 3.*

45. **Question:** Exhibit D-1 (Payment Bonds) – Section C. refers to “faulty materials or poor workmanship or both”. Please clarify as this applies to construction not a PMSS services.

*Answer: Please refer to the revised Exhibit D attached to Addendum No. 3.*

46. **Question:** Payment Bond Form – The form appears to be written for construction activities rather than a service-based activity and refers to warranties and/or guarantees for workmanship and materials. This paragraph does not apply to a service-based agreement and as such cannot be written by a surety. Please explain how the City wishes to interpret this requirement.

*Answer: Please refer to the revised Exhibit D attached to Addendum No. 3.*

47. **Question:** RFP page 13, Section 3.3 Overall Experience, Qualifications and Performance of the Prime Firm and Sub Consultants - Can we include more than 3 project examples in this section?

*Answer: Yes.*

48. **Question:** RFP page 4, Evaluation of Financial Information – “Further, if this RFP requires the provision of an Insurance Certificate of Accord and Endorsement, if a Services Agreement is awarded, the City will review the information included in Exhibit D: Insurance Requirements. A Proponent must include with that form (a) notarized letter(s) from its proposed insurer(s) indicating that the financial capacity of the Proponent is such that the insurer(s) is/are willing to issue insurance for the Proponent if a Services Agreement is awarded to it.” Our Insurers rely upon the Insurance Brokers to determine that our firm has the financial capacity and the coverages meet the City’s requirements and therefore, the Insurers will not write a letter with their willingness to insure, but will sign a form provided by the City. Can the notarized letter come from our Insurance Broker instead of the Insurance Company? Or is a sample insurance certificate acceptable as proof of capability to insure? Or can the City provide a form for our Insurer to sign?
- Answer:** *Yes, Risk Management will accept the notarized letter from the insurance broker.*
49. **Question:** Regarding Exhibit A.2 of the RFP for FC-7744, Program Management Support Services at HJAIA: May we modify exhibit A.2 to include the classifications needed to support the scope of services?
- Answer:** *No.*
50. **Question:** Does the Joint Venture have to be an equitable split? And if so, who is identified as the Prime and how do you create the Joint Venture as it relates to the prime and related equity?
- Answer:** *No, it does not have to be an equitable split. Please refer to Appendix A, Joint Venture Participation on City of Atlanta EBO Projects; pg. 126 of the RFP.*
51. **Question:** Is the assumption valid that the project requirements call for full time resources?
- Answer:** *Yes.*
52. **Question:** In Section 3.2.1, there is no discernable shading on the organization chart; would the City please define which positions it expects the Proponent to staff that are “anticipated to be needed at inception of contract.”
- Answer:** *See the revised chart attached to Addendum No. 3.*
53. **Question:** The Principal in Charge is clearly an important position; it is referenced in the organization chart, organizational approach, and management plan sections of the RFP. Please confirm that this resume should be submitted as a member of the Key Staff?
- Answer:** *Yes, it is a key staff position.*
54. **Question:** Can we use a slightly smaller font for graphics and figure captions?
- Answer:** *You may use 10 point font type on graphics, charts, tables and figure captions.*
55. **Question:** Can we use a slightly smaller font for the required forms?

**Answer:** *You may use 10 point font type on graphics, charts, tables and figure captions.*

- 56. Question:** Part 3, Evaluation of Proposals, shows a relative weight of 15 for the "OCC Programs"; however, there is no section in Part 2, Section 3, Requirements Details that allows Proponents to detail their plan for OCC compliance and other MBE/FBE/DBE programs. Where this information should be addressed in Volume 1?

**Answer:** *Please read and complete the forms provided in Appendix A for the Office of Contract Compliance to review.*

- 57. Question:** Part 3, Evaluation of Proposals, shows a relative weight of 10 for Financial Capability. This information is required in Volume 2. Should Proponents also provide a summary of their financial capability in Volume 1?

**Answer:** *No.*

- 58. Question:** Per Section 4 of the RFP (Minimum Qualifications; Eligibility to Propose; Authority to Transact Business in Georgia):

4.5. Joint Venture members of the prime consultant(s) on City's existing contracts FC-5801, Architectural & Engineering Design Services; FC-6684, Civil Engineering Design Services; and FC-5233, Master Plan Update and On-Call Airport Planning Services are not eligible for consideration for this PMSS contract.

4.6. Joint Venture members of the prime consultants on City's existing contracts FC-7217, Construction Management Services; FC-6299, Comprehensive Environmental Services; and FC-5563, Facilities, Asset Management and Sustainability Services are eligible to respond to this RFP; however, if any of the Joint Venture members described above are on the successful PMSS Proponent team, the City may limit any remaining services to be performed under these agreements that maybe in conflict with services to be performed under this PMSS contract.

Can the City/Aviation Department please define firms that are eligible or ineligible per 4.5 and 4.6?

**Answer:** *The purpose of these provisions is to avoid the inherent conflict of a Contractor that has performed certain work being in a position to subsequently approve that work and authorize payment for it. Further information regarding such firm(s) is publicly available on the City's website as well as by Open Records Request.*

- 59. Question:** The RFQ speaks to salary increases being subject to review and approval of the deputy GM. Is there any metric or mechanism for blended multiplier escalations if necessary, during the contract term? Potentially the 15 year term?

**Answer:** *No.*

- 60. Question:** Cyber liability coverage is not an industry norm, it would require a standalone coverage quote from our broker. Could this coverage be treated as an addition to the approved reimbursable project expenses?

**Answer:** *Reimbursable costs as to this Agreement are described in Part 5, Exhibit A.1 Compensation. Please refer to the revised Exhibit D attached to Addendum No. 3.*

61. **Question:** The Payment bonding requirement in the RFQ is very specific. This form of bonding is more closely associated with a construction contract. Please comment on this provision being a firm requirement of this PMSS contract, and if it is a requirement, could it be treated as a project reimbursable?
- Answer:** *Reimbursable costs as to this Agreement are described in Part 5, Exhibit A.1 Compensation. Please refer to the revised Exhibit D attached to Addendum No. 3.*
62. **Question:** Will the apparent PMSS selectee have the ability to negotiate certain contractual risk and commercial terms and conditions upon selection?
- Answer:** *This question is unclear and does not allow for an authoritative response.*
63. **Question:** Sections C and D: General Liability and Auto Liability of Attachment D include a requirement for a "Comprehensive Form." Please clarify which standard ISO insurance form should be provided. Are the current versions of CG 00 01 and CA 00 01 acceptable?
- Answer:** *Yes.*
64. **Question:** At the Pre-Proposal Conference, it was shared that the DOA IT position will be removed as supplemental position, will the scope of services be removed as well?
- Answer:** *Yes. Please refer to the changes and/or modifications to the Proposal Documents in Addendum No. 3.*
65. **Question:** Are there opportunity for minority businesses at this initial stage of the bid proposal date 10/14/14, pre conference meeting and bid closing date?
- Answer:** *Yes. Access to opportunities in this project for all businesses to which the City's Equal Business Opportunity ordinance applies are reflected in OCC Appendix A.*
66. **Question:** Why do the same William Russell Construction used on all big contracts?
- Answer:** *Please contact the Office of Contract Compliance regarding the Equal Business Opportunity (EBO) Program, contracting and consulting opportunities.*
67. **Question:** Why are not other minority contractors and consultants used on bigger contracts at the airport and stadium?
- Answer:** *Please contact the Office of Contract Compliance regarding the Equal Business Opportunity (EBO) Program, contracting and consulting opportunities.*
68. **Question:** If there is no real opportunity for EBO contractors and consultants, why is there an appearance of contracting and consulting opportunities?
- Answer:** *Please contact the Office of Contract Compliance regarding the Equal Business Opportunity (EBO) Program, contracting and consulting opportunities.*
69. **Question:** Why aren't there a pre proposal meeting with the general contractors or general consultants, to identify real opportunity doing post pre conference meeting?
- Answer:** *Assuming this question is as to whether there is a conference following the pre-proposal conference, the City conducts the pre-proposal conference to provide information about the project to all attendees. However, we hope that vendors will take that opportunity to introduce themselves to other vendors at the pre-proposal*

*conference and that they will build business relationships in any other way that choose.*

70.     **Question:**     Why aren't EBO given an opportunity to provide revenue for their businesses?
- Answer:**     *Please contact the Office of Contract Compliance regarding the Equal Business Opportunity (EBO) Program, contracting and consulting opportunities.*
71.     **Question:**     Why the City of Atlanta and the Airport provide bidding cost to EBO and minority businesses that are disabled to provide an opportunity for this proposal?
- Answer:**     *The City does not provide bidding costs to any offeror.*
72.     **Question:**     Why are this proposal not stopped to allow sub consultants an opportunity to meet with the general contractors prior this this award date?
- Answer:**     *The pre-proposal conference afforded sub-contractors an opportunity to introduce their businesses to general contractors. The list of attendees is available to any interested vendor to continue to build business relationships.*
73.     **Question:**     Why the City of Atlanta Equal Opportunity program established prior to the award date?
- Answer:**     *The City's EBO program was reauthorized in December of 2009. It reflects the City's continued commitment to equal access to contracting opportunities.*
74.     **Question:**     If a construction firm or an A/E firm serves as a sub (not a JV partner) on the winning program management team, can the construction firm bid future work as a prime or sub contractor and can that A/E firm serve as a sub on another design contract?
- Answer:**     *This limitation is set forth in Part 1; Information and Instructions to Proponents – Section 19, Prohibition on Future Contracts.*
75.     **Question:**     Part 5 Services Agreement - Article 14.1.1: Indemnification is not based on negligent performance. Will the City accept revising to state "Consultant's or Consultant Personnel's negligent performance or non-performance, or beach of this Services Agreement."?
- Answer:**     *No.*
76.     **Question:**     Part 5 Services Agreement - Article 15.1: The maximum aggregate liability of City hereunder is limited to the total of all charges actually paid during the current year under the services agreement. Will the City accept changing the phrase "actually paid" to "actually incurred"?
- Answer:**     *No.*
77.     **Question:**     Page 12 of the RFP indicates that functions on the organizational structure provided are shaded, but it is barely visible. Can you please provide a list of the positions that are shaded?
- Answer:**     *Please see the revised chart attached to Addendum No. 3.*
78.     **Question:**     Is it required to put each JV firm's EIN on the cover or the lead firm only?

*Answer: Please put each JV firm's EIN on the cover of the box of submittals.*

79. **Question:** The RFP states that a Joint Venture (JV) is required – does this need a Joint Venture legal entity or can it be a legal entity such as an LLC?

*Answer: Proponents are responsible for the business decision as to their methodology in forming a JV.*

80. **Question:** I respectfully ask that you consider allowing an additional 30 days to submit the proposal.

*Answer: Proposals are due on Wednesday, December 17, 2014.*

81. **Question:** In item 2.1, Key Personnel is a part of the Overall Experience section. In Section 3, Item 3.4, Key Personnel is has been separated from the Overall Experience section and stands alone. Please confirm that the Key Personnel section is to be separate from the Overall Experience section.

*Answer: The Key/Supplemental Personnel Resumes section should immediately follow the Overall Experience, Qualifications and Performance of the Prime Form and Sub consultants section in your proposal response.*

82. **Question:** Is the Multiplier information to be placed in an envelope separate from the separate Cost Proposal envelope?

*Answer: Per Part 2, Section 5; Required Proposal Submittal Check Sheet, the Multiplier must be submitted in a separate sealed envelope.*

83. **Question:** It is my understanding that the Subcontractor and Sub-subcontractor affidavits are not to be submitted with this proposal. Are any other forms required to be submitted by subcontractors?

*Answer: No.*

84. **Question:** Please verify that all JV partners are to provide a signed and notarized copy of Form EBO-1 and that only the Managing JV Partner is responsible for EBO Form 2 through EBO Form 5. May we assume the EBO forms are to be included in Volume II?

*Answer: Yes, all JV partners must provide a notarized Form EBO-1 and the Managing JV Partners must submit EBO Form 2 through EBO Form 5. All EBO forms must be included in Volume II.*

85. **Question:** Should all JV partners submit the insurance/bonding and financial letters described in item 13 on page 4, or just the managing partner?

*Answer: The letters are to be completed by each of the JV Partners if it is a newly formed entity (formed within the last three years) or, if formed over three years ago, by the JV.*

86. **Question:** On page 5, Item 18, what does the City mean by "A completed Contractor Affidavit, set forth in Part 4: Form 1; Illegal Immigration Reform and Enforcement Act Forms, must be submitted on the top of Volume 1 of the Proposal"...?. It is our understanding that all forms go into Volume II. Please clarify.

*Answer: Per Part 2, Section 2.2.1 of the RFP, the Illegal Immigration Reform Forms should be submitted on the top of the proposal.*

**87. Question:** In the Executive Summary is the requirement that letters from subconsultants "concurring with their roles and responsibilities as described by the Proponent" be supplied. Should these letters be included with the Executive Summary or in Volume 2?

**Answer:** *All requirements of the Executive Summary should be included in Volume 1, per Part 2, Section 2.1 of the RFP.*

**88. Question:** In the General Preamble section of the Insurance Requirements, it states, "if the Consultant is a joint venture, the insurance certificate or pre-approved substitute should name the joint venture, rather than the joint venture partners individually, as the primary insured."

Is the City requiring that joint ventures need to procure separate insurance coverage for the joint venture? There are situations where two companies form a line-item joint venture to bid and perform a project. In these scenarios, there are no employees of the joint venture. Instead, the JV may issue subcontracts to each JV partner to perform its share of the work. It is common for the two joint venture partners to each rely on their individual practice programs to provide coverage for their interest in the joint venture. They will usually include the joint venture as additional insured on their General Liability and Automobile Liability programs, but they will not provide full JV coverage under either of their policies. In addition, if the JV does not have any employees, then it should not be necessary to have a Workers' Compensation & Employers' Liability policy in the name of the joint venture. But without a separate policy, neither of the individual joint venture partners would be able to evidence Workers' Compensation & Employers' Liability coverage for the joint venture. Please clarify if line-item joint ventures are exempt from the requirement in the General Preamble.

Additional insurance related comments include:

- Exhibit D, Section A., 2., last sentence: Delete in its entirety. Marsh's certificate system will not allow us to show carrier A.M. Best ratings on our certificates. We can provide them in a side letter, if necessary.
- Exhibit D, Section A., 4., second line: Insert "by the insurer" between "cancellation" and "for". Also, delete "or for material change".
- Exhibit D, Section A., 5., first line: Replace "any and all" with "Consultant's Commercial General Liability". Also, delete "and Bonds".
- Exhibit D, Section A., 5., fourth line: Delete "Bonds and".
- Exhibit D, Section A., 5., last line: Insert "& Employers' Liability" between "Compensation" and ", Professional".
- Exhibit D, Section A., 7., first paragraph: Delete in its entirety. Marsh is a broker (not an agent), and as such, we do not have the authorization to bind the insurance companies.
- Exhibit D, Section A., 7., second paragraph, first line: Replace "agent" with broker.
- Exhibit D, Section A., 7., second paragraph, second line: Replace "agent" with broker.
- Exhibit D, Section C., 1.: Replace "Comprehensive" with "ISO Commercial General Liability form CG 00 01 (or its equivalent)".
- Exhibit D, Section D., 1.: Replace "Comprehensive" with "ISO Commercial Automobile Liability form CA 00 01 (or its equivalent)".
- Exhibit D, Section F., second line: Replace "occurrence" with "claim".
- Exhibit D, Section F., checked boxes: Delete in its entirety (or uncheck boxes). URS does not currently carry Tech E&O / Cyber Liability coverage.



**Answer:** *Upon contract award, if the consultant is a joint venture company, the insurance certificate or pre-approved substitute should name the joint venture company, rather than the joint venture partners individually, as the primary insured. Please refer to the revised Exhibit D at the end of Addendum No. 3.*

*Additional insurance related comments do not allow for an authoritative answer.*

**89. Question:** Will the City consider a 30-day extension of the proposal due date?

**Answer:** *Proposals are due on Wednesday, December 17, 2014.*

**90. Question:** On page 17, in the paragraph regarding labeling of our submittal packages (2<sup>nd</sup> 4.1), it states that we must include the Proponent's Federal ID number. Please confirm that this is meant for the managing partner of the JV team only. Also, during the pre-proposal conference we were instructed to include our telephone number. This last instruction is not part of the instructions in the RFP. Please verify that you want both the EIN and phone number of the Managing JV Partner in the package labeling.

**Answer:** *Please include the proponent's name and other contact information on the label of the submittal package.*

**91. Question:** Please verify that all JV Partners are to execute Forms 1, 2 and 4 and that only the Managing JV Partner is to execute Forms 5, 7, 8, and 9.

**Answer:** *Forms 5, 7, 8 and 9 must be completed by an authorized representative of the Joint Venture.*

*Form 1 must be completed on behalf of the JV partnership if the JV partnership is required by the IRS to obtain an Employer Identification Number ("EIN"). If the JV partnership is not required to obtain an EIN then, each member of the JV partnership must submit a completed Form 1.*

*Forms 2 and 4 must be completed on behalf of the JV partnership. In the event that the JV partnership is newly-formed (as defined on the Forms), its representative must declare in writing that the JV partnership is newly-formed and has insufficient information to respond to the questions on the form. Please see the revised Forms 2 and 4 attached to Addendum 3.*

**92. Question:** Do the JV teams have to be fully established prior to the date of submittal or at the time of contract execution?

**Answer:** *JV teams must be fully established prior to the date of the proposal submittal.*

**93. Question:** We assume that if two firms have recently merged, financial, bonding and insurance information will only be required for one of the firms. Please confirm.

**Answer:** *The letters are to be completed by each of the JV Partners if it is a newly formed entity (formed within the last three years).*

**94. Question:** By way of example, Section 5.3.1 (PMSS Manager) of the Proponent's Basic Services in Exhibit A (General Scope of Services) to the Master Professional Services Agreement on page 74 of the RFP states, "PMSS Manager. Assists with the overall successful delivery of the CIP. He/she will assist in the coordination of activities to insure the goals and objectives are accomplished within a prescribed time frame and funding

parameters, while ensuring safety, promoting diversity, and delivering scope as outlined by City." The use of the terms "insure" and "ensuring" implies that the Proponent is responsible for guaranteeing that the goals and objectives are accomplished within the established time and budget constraints, and for guaranteeing the safety of the work, which is an uninsurable risk and may be outside of the control of the Proponent. Please confirm that use of these terms does not require the Proponent to guarantee that the goals and objectives are accomplished within the established time and budget constraints, or the safety of the work, but requires the Proponent to perform the Program Management services set forth under the RFP (and the Master Professional Services Agreement) in accordance with the standard of care set forth under Section 20.14 (Standards of Performance; Applicable to Services) (the "Standard of Care") on page 63 of the RFP. Additionally, to the extent that the terms "ensure", "assure", "insure", "guarantee", "covenant", "certify", "verify," "warrant" and the like appear in the RFP and the Master Professional Services Agreement, please confirm these terms shall mean providing such Program Management Services in compliance with the Standard of Care, and that nothing in this RFP or the Professional Services Agreement will require a level of performance higher than the Standard of Care.

**Answer:** *Consultant must provide services conforming to the professional standards of care and practices customarily expected of professional program management firms engaged in performing comparable work.*

95. **Question:** Section 9.2 (Professional Standards) of the Master Professional Services Agreement on page 54 of the RFP states, "The Services will be performed in a professional and workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and professional standards used in well managed operations performing services similar to the Services." The phrase "well managed operations" is undefined and may infer that a standard of care that is higher than the industry standard of care is being requested of the Proponents in the performance of the Services, which would be an uninsurable obligation and could lead to additional project costs. Additionally, the standard of care set forth in Section 9.2 appears to be in conflict with the standard of care set forth in Section 20.14 (Standards of Performance; Applicable to Services) on page 63 of the RFP, and in Section 3.0 (Standards of Performance; Applicable to Services) of Exhibit A (General Scope of Services) to the Master Professional Services Agreement on page 73 of the RFP. Please confirm that the sole standard of care applicable to the Proponent's Services under this RFP and the resulting Master Professional Services Agreement is the standard of care as set forth Section 20.14.

**Answer:** *Yes. Consultant must provide services conforming to the professional standards of care and practices customarily expected of professional program management firms engaged in performing comparable work. Please refer to the revised Part 5, Form of Service Agreement, Section 9.2 attached to Addendum 3.*

96. **Question:** Section 9.3 (Conformity) of the Master Professional Services Agreement on page 54 of the RFP states, "The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Services Agreement Documents, including the relevant Task Order." This Section may be construed to create an uninsurable obligation that may be outside of the control of the Proponent and may lead to additional project costs. Will the City agree to qualify this Section by including the following introductory statement: "Subject to the standard of care set forth in Section 20.14 of this Agreement, . . .?"

**Answer:** Yes.

- 97. Question:** Section 9.4 (Materials and Equipment) of the Master Professional Services Agreement on page 54 of the RFP states, "Any equipment or materials provided by Consultant shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended." This section appears to be applicable to the work of trade contractors, not Program Management services, and may be construed to create an uninsurable obligation that may be outside of the control of the Proponent. Please confirm that the requirements of this Section do not apply to the Program Management Services to be performed by the successful Proponent under this RFP or the Master Professional Services Agreement.

**Answer:** *The requirement covers any furniture and or equipment the PMSS Consultant brings with them to this assignment. If all equipment and furniture are to be leased for this assignment, then the City may remove this requirement.*

- 98. Question:** Section 13 (Evaluation of Financial Information) of Part 1 (Information and Instructions to Proponents) on page 4 of the RFP states, in relevant part, "if this RFP requires a successful Proponent that is awarded a Services Agreement pursuant to this procurement to post some type of performance guarantee (e.g. letter of credit, guaranty Services Agreement, etc.), a Proponent must submit with its Proposal a notarized letter from an appropriate financial institution (e.g. bank) indicating that it is willing to issue such performance guarantee for the Proponent if a Services Agreement is awarded to it." Is a Performance Bond required for this Project? Will the City agree to waive the need for a Payment and Performance Bonds for this Project/RFP as they are typically required for construction contracts, not professional services? If the requirement cannot be waived, does the requirement extend to all JV partners or just the General Managing Partner?

**Answer:** *Please refer to the revised Exhibit D, Section G attached to Addendum No. 3.*

- 99. Question:** Section 17 (Award of Services Agreement; Execution) of Part 1 (Information and Instructions to Proponents) on page 5 of the RFP states, "If the City awards a Services Agreement pursuant to this procurement, the City will prepare and forward to the successful Proponent a Services Agreement for execution substantially in the form included in this RFP." To clarify, will the terms and conditions of the sample Master Professional Services Agreement be negotiated with the successful Proponent?

**Answer:** Yes

- 100. Question:** Should the Proponent submit exceptions to the Master Professional Services Agreement included in the RFP with its Proposal?

**Answer:** *Yes, however the City of Atlanta is not committing to accepting those exceptions to the Master Professional Services Agreement.*

- 101. Question:** The indemnification provision set forth in Section 14 (Indemnification By Consultant) on page 57 of the sample Master Professional Services Agreement attached to the RFP is extremely broad, and could be interpreted as subjecting the Proponent to liability for events that are potentially unrelated to the Proponent's performance of its Services. This provision may be construed as setting forth obligations that are inconsistent with the coverage provided under a engineering professional's

professional liability insurance, and as placing additional uninsurable risk on the Proponent for items/events which may not be within the control of the Proponent. Will the City agree to modify the indemnification provision such that: (i) it is based on loss, cost or expense (including reasonable attorney's fees) claimed by third parties for any injury to persons or property; and (ii) it only requires the Proponent to indemnify the City to the proportionate extent such loss, cost or expenses arise from the Proponent's negligence in connection with the Services? Will the City agree to remove the "in whole or in part" language contained in Sub-Sections 14.1.4 and 14.1.5?

*Answer: No.*

- 102. Question:** Section 5.1 (Basic Services) of Exhibit A (General Scope of Services) to the Master Professional Services Agreement on page 73 of the RFP states, in relevant part, "The intent of this contract will be to provides services that will augment DOA staff and report directly to the DOA." This language may be construed as contemplating the secondment of the Proponent's employees. Please confirm whether this language contemplates the secondment of the Proponent's employees. If secondment is contemplated, will the City agree to include mutually agreeable language related to such a relationship in the Master Professional Services Agreement?

*Answer: No, as indicated in the Part 5, the Service Agreement terms, Consultant is an Independent Consultant of the City and secondment is not contemplated.*

- 103. Question:** Will the City agree to include language in the Master Professional Services Agreement stating that any cost opinions or estimates provided by the Proponent will be on the basis of experience and judgment, but since the Proponent has no control over market conditions or bidding procedures, the Proponent cannot and does not warrant that bids, ultimate construction cost, or project economics will not vary from such opinions or estimates?

*Answer: No.*

- 104. Question:** Please confirm that the Services contemplated under the RFP and the Master Professional Services Agreement do not require the Proponent to: (1) be responsible for, control or have charge of the construction, means, methods, techniques, sequences, procedures of construction, health or safety programs, or precautions connected with the work of others, and shall not require the Proponent to manage, supervise, control or have charge of construction; and (2) the Proponent shall not be responsible for design errors or failure of others to comply with the contract documents. Also, please confirm whether the City will agree to include language in the Master Professional Services Agreement which clarifies the above-referenced limitations to the Proponent's Services.

*Answer: Yes, the PMSS will not have responsibility, but will not include language in the Contract. The Consultant must provide services customarily expected of professional program management firms engaged in performing comparable work.*

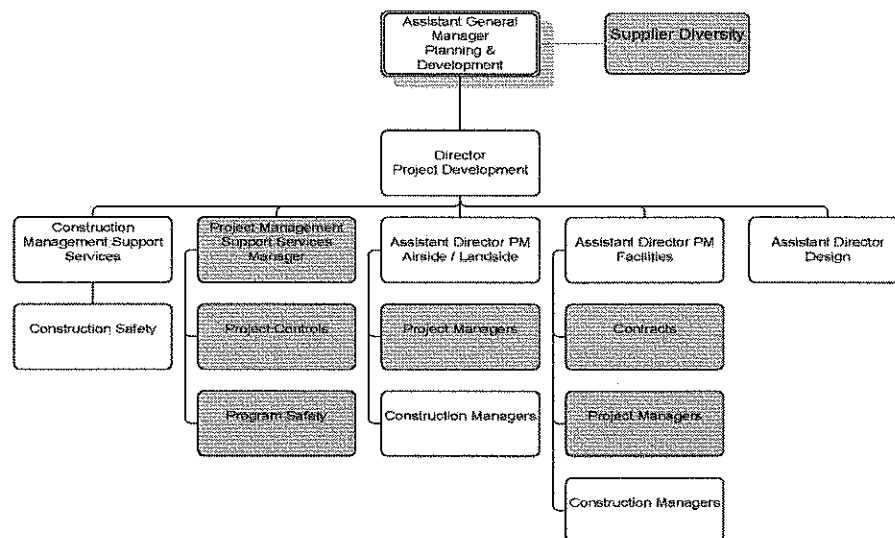
THE FOLLOWING ARE CHANGES AND/OR MODIFICATIONS TO THE PROPOSAL DOCUMENTS

1. PART 2; CONTENTS OF PROPOSALS/REQUIRED SUBMITTALS

Section 3.2 Organizational Structure/Chart

Delete: Section 3.2.1 PMSS/DOA integrated structure with names of the proposed candidates to fill the functions anticipated to be needed at inception of contract. These functions are as shown (and shaded) on the organizational structure included below, and as further described in the Section 3.4 on Key/Supplemental Personnel, in its entirety.

Replace with: *Section 3.2.1 PMSS/DOA integrated structure with names of the proposed candidates to fill the functions anticipated to be needed at inception of contract. These functions are as shown (and shaded) on the organizational structure included below, and as further described in the Section 3.4 on Key/Supplemental Personnel, attached to this Addendum.*



**Section 3.3 Overall Experience, Qualifications and Performance of the Prime Firm and Sub-consultants.**

Delete:            3.3.1.7.        Provide experience in the following supplemental services:  
                         3.3.1.7.1.        DIT Support – Network Administration, in its entirety.

**Section 3.4 Key / Supplemental Personnel Resumes:**

Delete:            3.4.2.3.        Information Technology Specialist – Responsible for evaluating and maintaining the existing network and make recommendations as required improving the existing system or establishing new network systems, in its entirety.

**2.       PART 5; SERVICE AGREEMENT**

**EXHIBIT A: GENERAL SCOPE OF SERVICES**

Delete:            Section 5.0 Basic Services - Paragraph 5.1

5.1     The City of Atlanta will select a Program Management Support Services (PMSS) team that will provide support to the DOA. This team will be separate from the Construction Management Support Services and various design and engineering Consultants. Work will include project management and other services that include a wide variety of skills and capabilities and will be scalable to meet the needs of the Department of Aviation. The intent of this contract will be to provide services that will augment DOA staff and report directly to the DOA. Anticipated initial key assignments are detailed in the key positions described below. Other related assignments will be formulated as needs arise, in its entirety.

***Replace with:       Section 5.0 Basic Services - Paragraph 5.1***

**5.1**     The City of Atlanta will select a Program Management Support Services (PMSS) team that will provide support to the DOA. This team will be separate from the Construction Management Support Services and various design and engineering Consultants. Work will include project management and other services that include a wide variety of skills and capabilities and will be scalable to meet the needs of the Department of Aviation. The intent of this contract will be to provide services that will augment DOA staff and report directly to the DOA. Anticipated initial key assignments are detailed in the key positions described below. ***Other related assignments may include finance,***

*invoicing and will be formulated as needs arise.*

#### **Section 5.8 Supplemental Services**

Delete: 5.8.2 DIT Support – Network Administration. Consultant shall provide support to the existing computers and future systems in use at the Department of Aviation. The Consultant may be asked to evaluate the existing network and make recommendations as required to improve the existing system or establish new network systems, in its entirety.

#### **Section 9 Consultant Representations and Warranties**

Delete: 9.2 Professional Standards. The Services will be performed in a professional and workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and professional standards used in well managed operations performing services similar to the Services.

***Replace with: 9.2 Professional Standards. Subject to the standard of care set forth in Section 20.14 of this Agreement, the Services will be performed in a professional and workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and professional standards used in well-managed operations performing services similar to the Services.***

Delete: 9.3 Conformity. The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Services Agreement Documents, including the relevant Task Order.

***Replace with: 9.3 Conformity. Subject to the standard of care set forth in Section 20.14 of this Agreement, the development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Services Agreement Documents, including the relevant Task Order.***

Delete: 9.4 Materials and Equipment. Any equipment or materials provided by Consultant shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.

Replace with: 9.4 Materials and Equipment. N/A

## **EXHIBIT D: INSURANCE AND BONDING REQUIREMENTS**

Delete: Exhibit D – Insurance and Bonding Requirement, in its entirety.

***Replace with: Exhibit D – Insurance and Bonding Requirement, attached to this Addendum.***



**REVISED**

**EXHIBIT D: INSURANCE & BONDING REQUIREMENTS**

**EXHIBIT D-1: PAYMENT BONDS**

**Exhibit D**  
**INSURANCE/BONDING REQUIREMENTS**  
**FC-7744, PROGRAM MANAGEMENT SUPPORT SERVICES**

**A. General Preamble**

The following general requirements apply to any and all Agreements at Hartsfield-Jackson Atlanta International Airport. Compliance is required by all Consultant of any tier. Insurance/Bonding requirements are based on information received as of date of agreement.

**The City of Atlanta reserves the right to adjust or waive any or all requirements based on receipt of additional information pertinent to this contract.**

**1. Evidence of Insurance Required Before any modification Work Begins**

No Consultant shall commence any work of any kind under this contract until all Insurance and Bond requirements contained in this agreement shall have been complied with as outlined below, and until evidence of such compliance satisfactory to the City as to form and content has been filed with the City. **The Acord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.** In addition; if the Consultant is a joint venture company, the insurance certificate or pre-approved substitute should name the joint venture company, rather than the joint venture partners individually, as the primary insured.

**2. Minimum Financial Security Requirements**

Any and all companies providing insurance required by this agreement must meet certain minimum financial security requirements set forth below. These requirements conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the Acord Certificate of Insurance Form.

For all Contracts, regardless of size, companies providing Insurance of Bonds under this contract must have a current:

- i) Best's Rating not less than A- and current
- ii) Best's Financial Size Category not less than Class IX.
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance

Commissioner, State of Georgia, furthermore, all bid, performance and payment bonds must be a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason shall be or become unsatisfactory to the City, written notification shall be mailed by the City to the Consultant who shall promptly obtain a new policy or bond issued by an insurer acceptable to the City, and shall submit evidence of the same to the City as required herein.

Upon failure of the Consultant to furnish, deliver and maintain such insurance or bonds as herein provided, this Consultant, at the election of the City, may be declared forthwith suspended, discontinued or terminated. Failure of the Consultant to take out and/or to maintain

any required insurance or bonds shall not relieve the Consultant from any liability under the contract, nor shall these requirements be construed to conflict with the obligation of the agreement concerning indemnification.

3. Insurance Required for Duration of Contract

Any and all Insurance and Bonds required by this agreement shall be maintained during the entire length of this agreement, including any extensions thereto, and until all work has been completed to the satisfaction of the City. The City shall have the right to inquire into the adequacy of the insurance coverages set forth in this agreement and to negotiate such adjustments as reasonable appear necessary.

4. Mandatory 30-Day Notice of Cancellation or Material Change

The City of Atlanta shall, without exception, be given not less than thirty (30) days notice prior to cancellation for other than non-payment of premium or for material change of any Insurance or Bond required by this contract. Non-payment of premium shall require ten (10) days notice of cancellation. Confirmation of this mandatory 30 days notice of cancellation shall appear on the Acord Certificate of Insurance and on any and all Bonds and Insurance policies required by this contract. Please send cancellation notice to **Risk Management at 68 Mitchell Street, Suite 9100 Atlanta, GA 30303**

5. City of Atlanta as Additional Insured

The City of Atlanta shall be covered as Additional Insured under any and all Insurance and Bonds required by this contract, and such insurance shall be primary with respect to the Additional Insured. Confirmation of this shall appear on Endorsement form CG 20 26 07 04 or equivalent, and on any and all applicable Bonds and Insurance policies. **Consultant must also submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Exhibit D.** Additional insured status extending to ongoing and completed operations per CG 20 26 07 04 or their carrier equivalent shall be provided. Additional insured status shall be maintained following project completion equivalent to the statute of repose in the state of Georgia. A copy of the Additional Insured Endorsement or its equivalent must be forwarded to the Risk Management Department as soon as practicable but in no event more than ten (10) days after the inception date of the contract. However, this requirement does not apply to Workers' Compensation, Professional Liability Insurance or Payment and Performance Bonds.

6. Mandatory Sub-Consultant Compliance

Consultant shall incorporate a copy of these Insurance and Bond requirements in each and every contract with each and every Sub-Consultant of any tier, and shall require each and every Sub-Consultant of any tier to comply with all such requirements. Consultant agrees that if for any reason Sub-Consultant fails to procure and maintain Insurance and Bonds as required, all such required Insurance and Bonds shall be procured and maintained by Consultant at Consultant's expense.

7. Authorization and Licensing of Agent

Each and every agent acting as Authorized Representative on behalf of a Company

affording coverage under this agreement shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the Companies for the agent to bind coverage as required and to execute the Acord Certificate of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies, these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

B. Workers' Compensation and Employer's Liability Insurance

The Consultant shall procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits, such insurance to cover each and every employee who is or may be engaged in work under the contract:

**Workers' Compensation . . . . . Statutory**

**Employer's Liability**

**Bodily Injury by Accident/Disease \$1,000,000 each accident**

**Bodily Injury by Accident/Disease \$1,000,000 each employee**

**Bodily Injury by Accident/Disease \$1,000,000 policy limit**

C. Commercial General Liability Insurance

The Consultant shall procure and maintain General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 aggregate** for Bodily Injury and Property Damage. The following specific extensions of coverage shall be provided and shall be indicated on the Acord Certificate of Insurance:

1. Comprehensive Form
2. Contractual Insurance - (Blanket or specific applicable to this contract)
3. Personal Injury
4. Broad Form Property Damage
5. Premises – Operations
6. Products- Completed Operations
7. Additional Insured Endorsement (Primary & non-contributing in favor of the City of Atlanta)
8. Waiver of Subrogation in favor of the City of Atlanta

D. Automobile Liability Insurance

The Consultant shall procure and maintain Automobile Liability Insurance with not less than **\$1,000,000** Bodily Injury and Property Damage combined single limit. The following extensions of coverage shall be provided and shall be indicated on the Certificate of Insurance:

1. Comprehensive Form
2. Owned, Hired, Leased and Non-owned vehicles to be covered.
3. Waiver of Subrogation in favor of the City of Atlanta

In the event the Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage shall apply and must be endorsed on either the Consultant's personal automobile policy or the Comprehensive General Liability coverage (c) required under this contract.

In addition and in accordance with Section 22-181(b) of Chapter 22, Code of Ordinances of the City of Atlanta, all vehicles requiring access to the restricted areas of the airport must be covered by an automobile liability policy in the minimum amount of ten million (\$10,000,000) combined single limit for personal injury and property damage. The \$10,000,000 limit of liability will also be imposed on any parties transporting workers, materials and/or equipment to the Airport site from parking lots or similar facilities.

E. Property Insurance

Consultant shall procure and maintain Property Insurance covering all forms of risk on all Tenant Improvements and any other interests of Consultant, if applicable, in or about the agreed Premises, including inventory, supplies, and other property of Consultant located at said Premises, insuring against the perils of fire, lightning, extended coverage, perils vandalism, malicious mischief, glass breakage and sprinkler leakage, in an amount equal to the full replacement value of Tenant Improvements and any other interests of Consultant in or about said Premises.

F. Professional Liability/Errors & Omissions Insurance

Consultant shall procure and maintain during the life of this contract Professional Liability / Errors & Omissions Insurance in an amount of **\$2,000,000** per occurrence and annual aggregate. The policy will fully address the Consultant's professional services associated with the scope of work contained in this document. The policy will include at least three year Extended Report Provision as well as these extensions of coverage:

- ☒ Damages arising from a failure of computer security, or a wrongful release of private information
- ☒ Cost to notify consumers of a release of private information and to provide credit-monitoring or other remediation services in the event of a covered incident.

G. Payment Bond

At, or prior to, Consultant's execution of the Agreement, Consultant must, at its own expense, deliver to the City a Payment Bond in an amount equal to one hundred percent (100%) of the first year's payment amount specified in the Agreement, naming the City as co-obligee and issued by a surety company or companies in such form as approved by the City's Attorney as attached hereto at Exhibit D-1. The bond must be renewed annually at one hundred percent (100%) of the then current year's payment amount specified in the Agreement. The bond must be kept in full force and effect during the Term and any renewals.

1. The surety company issuing the bond must give the Aviation General Manager notice in writing by registered mail at least sixty (60) days prior to an anniversary date of the bond of its intention not to renew or to terminate the bond.

2. A Corporate Surety that is satisfactory to City, authorized to do business in the State of Georgia, and listed in the latest issue of U.S. Treasury Circular 570 must execute the bond.
3. An agent of the Surety residing in the State of Georgia must execute the bond. The date of the bond must be the same as the date of execution of the Agreement by City. The Surety must appoint an agent for service in Atlanta, Georgia, upon whom all notices must be shown on each bond. The person executing the bond on behalf of the Surety must file with the bond a general power of attorney unlimited as to amount and type of bond covered by such power of attorney, and certified to by an official of said Surety. The bond must be on form provided by City. The Agreement will not be executed by City until after the approval of the bond by City's Attorney.
4. For additional information regarding Payment Bonds, please see Exhibit D-1 attached hereto and incorporated herein by this reference.

**EXHIBIT D-1**  
**PAYMENT BONDS**

1. At, or prior to, Service Provider's execution of the Agreement, Service Provider must, at its own expense, deliver to the City a Performance and a Payment Bond each in an amount equal to one hundred percent (100%) of the first year's Management Fee as specified in the Agreement, naming the City as co-obligee and issued by a surety company or companies in such form as approved by the City's Attorney as attached hereto at **Exhibit D-1**. The bonds must be renewed annually at one hundred percent (100%) of the then current year's Management Fee as specified in the Agreement. The bonds must be kept in full force and effect during the Term and any renewals. In lieu of a Performance Bond, Service Provider may submit to the City an Irrevocable Letter of Credit in a form acceptable to City, in its sole discretion.
2. The bonds must be issued as security for the faithful performance of this Agreement, including, maintenance and guarantee provisions, its covenants, stipulations and agreements of the Agreement, the payment of all bills and obligations arising out of the performance its obligations under the Agreement, which bills and obligations might or would in any manner become a claim against the City, and guaranteeing all services and work set forth in the Agreement.
3. The surety company issuing the bonds must give the City notice in writing by registered mail at least sixty (60) days prior to an anniversary date of the bonds of its intention not to renew or to terminate the bonds.
4. A Corporate Surety that is satisfactory to City, authorized to do business in the State of Georgia, and listed in the latest issue of U.S. Treasury Circular 570 must execute the bonds.
5. An agent of the Surety residing in the State of Georgia must execute the bonds. The date of the Bonds must be the same as the date of execution of the Agreement by City. The Surety must appoint an agent for service in Atlanta, Georgia upon whom all notices must be shown on each Bond. The person executing the Bonds on behalf of the Surety must file with the Bonds a general power of attorney unlimited as to amount and type of Bonds covered by such power of attorney, and certified to by an official of said Surety. The Bonds must be on forms provided by City. The Agreement will not be executed by City until after the approval of the Bonds by City's Attorney.

## EXHIBIT D-1

### ATTACHMENT 2

#### Payment Bond

##### INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.
6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
8. The name of each person signing this bond shall be typed or printed in the space provided.



## Payment Bond

"City" City of Atlanta, Georgia  
"Project" PROGRAM MANAGEMENT SUPPORT SERVICES  
"FC No." 7744  
"Principal"  
Type of Organization ("X" one):

☐ Individual  
☐ Partnership  
☐ Joint Venture  
☐ Corporation

"Surety:" (Name and Business Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

duly authorized by the Commissioner of  
Insurance of the State of Georgia to  
transact surety business in the State of  
Georgia.

"Agreement:" Agreement between Principal and City, dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
regarding performance of Work relative to the Project.

"Penal Sum:" \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally. Principal and Surety agree that the Penal Sum shall be equal to or greater than one hundred percent (100%) of the total Management Fee as specified in the Agreement for the first year of the Term as defined therein. If this bond is renewed annually as described below, then Principal and Surety agree that the Penal Sum shall equal or exceed the Management Fee as specified in the Agreement for the same 12-month period of the annual bond.

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Agreement, including any and all duly authorized modifications of such Agreement, within the original term of such Agreement and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time beyond completion of said Agreement, this obligation shall be void; otherwise, of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work. Surety further agrees that it will provide City with at least 60 days' written notice by registered mail prior to any suspension, cancellation or termination of this bond; otherwise, this bond shall remain in full force and effect for a minimum of one (1) year (i.e., twelve (12) full months) beginning from the Effective Date of the Agreement. This bond may be renewed on an annual basis provided the renewal covers the requisite Penal Sum as required above; and, in the event Surety declines to renew this bond, Surety agrees that it will provide City with at least 60 days' written notice by registered mail prior to the expiration date of bond.

It is agreed that this bond is executed pursuant to and in accordance with the provision of O.C.G.A.

Sections 13-10-1 and 36-82-101, *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL: \_\_\_\_\_

\_\_\_\_\_  
President/Vice President (Sign)

\_\_\_\_\_  
President/Vice President (Type or Print)

Attested to by:

\_\_\_\_\_  
Secretary/Assistant Secretary (Seal)

SURETY: \_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-Fact (Sign)

\_\_\_\_\_  
Attorney-in-Fact (Type or Print)

APPROVED AS TO FORM

\_\_\_\_\_  
Associate/Assistant City Attorney

APPROVED

\_\_\_\_\_  
City's Chief Financial Officer

**FORM 2**  
**CONTRACTOR DISCLOSURE FORM**  
**DEFINITIONS FOR THE PURPOSES OF THIS DISCLOSURE**

|              |  |
|--------------|--|
| "Affiliate"  | Any legal entity that, directly or indirectly through one of more intermediate legal entities, controls, is controlled by or is under common control with the Respondent or a member of Respondent.  |
| "Contractor" | Any person, partnership or entity having a contract with the City.   |
| "Control"    | The controlling entity: (i) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities or by contract or otherwise; or (ii) has direct or indirect ownership in the aggregate of fifty one (51%) or more of any class of voting or equity interests in the controlled entity.   |
| "Respondent" | <p>Any individual, partnership or entity that submits a response to a solicitation.</p> <p>If the Respondent is an individual, then that individual must complete and sign this Contractor Disclosure Form where indicated.</p> <p>If the Respondent is a partnership (including but not limited to, joint venture partnership), then each partner in the partnership must complete and sign a separate Contractor Disclosure Form where indicated.</p> <p>If the Respondent is a legal entity (e.g., corporation, limited liability company), then an authorized representative of that entity must complete and sign this Contractor Disclosure where indicated.</p> <p>If the Respondent is a newly formed entity (formed within the last three years), then an authorized representative of that entity must complete and sign this Contractor Disclosure Form where indicated, and each of the members or owners of the entity must also complete and sign separate Contractor Disclosure Form where indicated.</p> |

**Instructions:** Provide the following information for the entity, partner or individual completing this Disclosure (the "Individual/Entity").

**A. Basic Information:**

1. Name of Respondent:
2. Name of the authorized representative for the Respondent:

**B. Individual/Entity Information:**

Principal Office Address:

Telephone and Facsimile Numbers:

E-Mail Address:

Name and title of Contact Person for the Individual/Entity:

Is the individual/Entity authorized to transact business in the state of Georgia?

- ☐ Yes (Attach Certificate of Authority to transact business in Georgia from Georgia Secretary of State.)  
☐ No

### C. Questionnaire

If you answer "YES" to any of the questions below, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your Proposal.

1. Please describe the general development of the Respondent's business during the past ten (10) years, or such shorter period of time that the Respondent has been in business.
  
2. Are there any lawsuits, administrative actions or litigation to which Respondent is currently a party or has been a party (either as a plaintiff or defendant) during the past ten (10) years based upon fraud, theft, breach of contract, misrepresentation, safety, wrongful death or other similar conduct? YES NO  
☐ ☐
  
3. If "yes" to question number 2, were any of the parties to the suit a bonding company, insurance company, an owner, or otherwise? If so, attach a sheet listing all parties and indicate the type of company involved. YES NO  
☐ ☐
  
4. Has the Respondent been charged with a criminal offense within the last ten (10) years? YES NO  
☐ ☐
  
5. Has the Respondent received any citations or notices of violation from any government agency in connection with any of Respondent's work during the past ten (10) years (including OSHA violations)? Describe any citation or notices of violation which Respondent received. YES NO  
☐ ☐
  
6. Please state whether any of the following events have occurred in the last ten (10) years with respect to the Respondent. If any answer is yes, explain fully the circumstances surrounding the subject matter of the affirmative answer:
  
- Whether Respondent, or Affiliate currently or previously associated with Respondent, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors? YES NO  
☐ ☐
  
- Whether Respondent was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining Respondent from engaging in any type of business practice? YES NO  
☐ ☐

Whether Respondent was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Respondent which directly arose from activities conducted by Respondent. YES NO  
☐ ☐

7. Has any employee, agent or representative of Respondent who is or will be directly involved in the project, in the last ten (10) years:

(a) directly or indirectly, had a business relationship with the City? YES NO  
☐ ☐

(b) directly or indirectly, received revenues from the City? YES NO  
☐ ☐

(c) directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City? YES NO  
☐ ☐

8. Whether any employee, agent, or representative of Respondent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee? YES NO  
☐ ☐

9. Whether Respondent has provided employment or compensation to any third party intermediary, agent, or lobbyist to directly or indirectly communicate with any City official or employee, or municipal official or employee in connection with any transaction or investment involving your firm and the City? YES NO  
☐ ☐

10. Whether Respondent, or any agent, officer, director, or employee of your organization has solicited or made a contribution to any City official or member, or to the political party or political action committee within the previous five (5) years? YES NO  
☐ ☐

11. Has the Respondent or any agent, officer, director, or employee been terminated, suspended, or debarred (for cause or otherwise) from any work being performed for the City or any other Federal, State or Local Government? YES NO  
☐ ☐

12. Has the Respondent, member of Respondent's team or officer of any of them (with respect to any matter involving the business practice or activities of his or her employer been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding? YES NO  
☐ ☐

13. Please identify any Personal or Financial Relationships that may give rise to a conflict of interest as defined below *[Please be advised that you may be ineligible for award of contract if you have a personal or financial relationship that constitutes a conflict of interest that cannot be avoided]:*

(a) Personal relationships: executives, board members and partners in firms submitting offers must disclose familial relationships with employees, officers and elected officials of the City of Atlanta. Familial relationships shall include spouse, domestic partner registered under section 94-133, mother, father, sister, brother, and YES NO  
☐ ☐

natural or adopted children of an official or employee.

(b) Financial relationships: Respondent must disclose any interest held YES NO  
with a City employee or official or family members of a City employee or official, which ☐ ☐  
may yield, directly or indirectly, a monetary or other material benefit to the

Respondent or the Respondent's family members. Please describe:

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#### D. REPRESENTATIONS

**Anti-Lobbying Provision.** All respondents, including agents, employees, representatives, lobbyists, attorneys and proposed partner(s), subcontractor(s) or joint venturer(s), will refrain, under penalty of the respondent's disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process.

**Certification of Independent Price Determination/Non-Collusion.** Collusion and other anticompetitive practices among offerors are prohibited by city, state and federal laws. All Respondents shall identify a person having authority to sign for the Respondent who shall certify, in writing, as follows:

"I certify that this bid/proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid or offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. By signing this document, I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent/Offeror."

**Certify Satisfaction of all Underlying Obligations. (If Applicable)** If a Contract is awarded through this solicitation, then such Contractor should know that before final payment is made to a Contractor by the City, the Contractor shall certify to the City in writing, in a form satisfactory to the City, that all subcontractors, materialmen suppliers and similar firms or persons involved in the City contract have been paid in full at the time of final payment to the Contractor by the City or will be paid in full utilizing the monies constituting final payment to the Contractor.

**Confidentiality.** Details of the proposals will not be discussed with other respondents during the selection process. Respondent should be aware, however, that all proposals and information submitted therein may become subject to public inspection following award of the contract. Each respondent should consider this possibility and, where trade secrets or other proprietary information may be involved, may choose to provide in lieu of such proprietary information, an explanation as to why such information is not provided in its proposal. However, the respondent may be required to submit such required information before further consideration.

**Equal Employment Opportunity (EEO) Provision.** All bidders or offerors will be required to comply with sections 2-1200 and 2-1414 of the City of Atlanta Code of Ordinances, as follows: During the performance of the agreement, the Contractor agrees as follows:

The Contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include without limitation the following:

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.

The Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.

The Contractor shall send to each labor union or representative of workers with which the Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments under the equal employment opportunity program of the City of Atlanta and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

The Contractor shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the Contractor during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.

The Contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the Contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the Contractor and its subcontractors.

The Contractor shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

A finding, as hereinafter provided, that a refusal by the Contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:

Withholding from the Contractor in violation all future payments under the involved contract until it is determined that the Contractor or subcontractor is in compliance with the provisions of the contract;  
Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the Contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;  
Cancellation of the public contract;

In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of Contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

**Prohibition on Kickbacks or Gratuities/Non-Gratuity.** The undersigned acknowledges the following prohibitions on kickbacks and gratuities:

It is unethical for any person to offer, give or agree to give any employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.

It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.

It is also unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.



**Declaration**

Under penalty of perjury, I declare that I have examined this Contractor Disclosure Form and all attachments to it, if applicable, and, to the best of my knowledge and belief all statements contained herein and in any attachments, if applicable, are true, correct and complete.

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, services, construction, or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent.

*For entities that are newly formed (formed within the last three years):*

- ☐ I certify that the Respondent is newly formed and does not have sufficient information to respond to Part C of this Form.

*Sign here if you are an individual:*

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to or affirmed by \_\_\_\_\_ (name) this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Notary Public of \_\_\_\_\_ (state)

My commission expires: \_\_\_\_\_

*Sign here if you are an authorized representative of a responding entity or partnership:*

Printed Name of Entity or Partnership: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

Subscribed and sworn to or affirmed by \_\_\_\_\_ (name), as the \_\_\_\_\_ (title) of \_\_\_\_\_ (entity or partnership name) this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Notary Public of \_\_\_\_\_ (state)

My commission expires: \_\_\_\_\_

## **FORM 4**

### **Proponent Financial Disclosure**

Instructions: It is necessary for the City to evaluate, verify, and understand the Proponent's financial capability and stability to undertake and perform the Services contemplated in this Solicitation. To accomplish this task, the Proponent must provide accurate and legible financial disclosures to the City as requested below.

A "Proponent" is an individual, entity or partnership submitting a proposal or bid in response to a Solicitation.

1. If the Proponent is an individual, financial disclosures for that individual must be provided.
2. If the Proponent is an entity or partnership, financial disclosures for that entity or partnership must be provided.
3. If the Proponent is a newly formed entity or partnership (formed within the last three years), financial disclosures for that entity or partnership must be provided together with full financial disclosure from the entity's or partnership's owners. Financial Disclosure includes a full response to all questions and requests for documentation listed in this **Form 4**.

For example, if the Proponent is a newly formed entity (formed within the last three years) made up of two separate entities (e.g., a majority interest owner and a minority interest owner), then financial disclosure is required from the Proponent entity, and financial disclosure is also required from each of the two owners (majority entity owner and minority entity owner) as well.

The Proponent (and its owners, if applicable) must submit hard copies of all financial disclosures in response to this **Form 4**.

**Part A - General Information:**

Name of the Proponent:

---

Name of individual, entity or  
partnership completing this Form:

---

Relationship of individual, entity  
or partnership completing this Form  
to the Proponent:

---

Contact information of individual,  
entity or partnership completing  
this Form:

---

Address

---

Phone Number(s)

---

Email:

---

**Part B: Financial Information:**

1. The Proponent, and its owners, if applicable, should demonstrate its financial capability and stability by selecting and providing documentation from one of the following three groups of requests (see below). Please circle which group, (a), (b), or (c), is selected and provide the supporting documentation with the proposal/bid.
  - (a) Financial statements for the three (3) most recent consecutive fiscal years, audited by a Certified Public Accountant ("CPA"), including:
    - (i) Income Statement;
    - (ii) Balance Sheet; and
    - (iii) Statement of Cash Flows.
  - (b) Financial statements for the three (3) most recent consecutive fiscal years, either reviewed or compiled by a Certified Public Accountant ("CPA"), including:
    - (i) Income Statement;
    - (ii) Balance Sheet; and
    - (iii) Satisfactory proof of Proponent's ability to obtain a Performance Bond for the amount described in **Exhibit D**, if applicable.
  - (c) Unaudited, self-prepared financial statements for the three (3) most recent consecutive fiscal years, including:
    - (i) Income Statement;
    - (ii) Balance Sheet;
    - (iii) Satisfactory proof of Proponent's ability to obtain a Performance Bond for the amount described in **Exhibit D**, if applicable;
    - (iv) Two (2) banks or other institutional lenders' references; and
    - (v) Dunn and Bradstreet report for the last two (2) years.

2. Fill in the blanks below to provide a summary of all of the Proponent's assets and liabilities for the three (3) most recent years (calculated from the date of the end of the fiscal year).

ALL FIGURES BELOW MUST BE REPRESENTED IN U.S. CURRENCY (\$).

Standard currency of Proponent's Financial Statements: \_\_\_\_\_

The exchange rate used: \_\_\_\_\_ = US \$ \_\_\_\_\_

Most recent three (3) years

|                     | <u>Year: 20</u><br>(Thousands) | <u>Year: 20</u><br>(Thousands) | <u>Year: 20</u><br>(Thousands) |
|---------------------|--------------------------------|--------------------------------|--------------------------------|
| Current Assets      | \$.....                        | \$.....                        | \$.....                        |
| Current Liabilities | \$.....                        | \$.....                        | \$.....                        |
| Property & Equip.   | \$.....                        | \$.....                        | \$.....                        |
| Working Capital     | \$.....                        | \$.....                        | \$.....                        |
| Sales/ Revenue      | \$.....                        | \$.....                        | \$.....                        |
| Total Assets        | \$.....                        | \$.....                        | \$.....                        |
| Total Liabilities   | \$.....                        | \$.....                        | \$.....                        |
| Interest Charges    | \$.....                        | \$.....                        | \$.....                        |
| Net Income          | \$.....                        | \$.....                        | \$.....                        |
| Net-Worth           | \$.....                        | \$.....                        | \$.....                        |

3. Do you plan to use or require an open line of credit for the project? Yes or No.

If yes, the Proponent must provide the source of the line of credit on bank letterhead for the bank providing the line of credit. The bank contact information must include: contact name, title, address, telephone, fax and e-mail address.

### Declaration

Under penalty of perjury, I declare that I have examined this Affidavit Disclosure form and all attachments to it, if applicable, and, to the best of my knowledge and belief, and all statements contained in it and all attachments, if applicable, are true, correct and complete.

Whether you are an individual executing this form or you are an authorized representative of an entity executing this form, the person signing below must sign or affirm in the presence of a Notary Public. The Notary Public's signature and seal must be provided, together with the date of the notarial act.

*For entities that are newly formed (formed within the last three years):*

- ☐ I certify that the Respondent is newly formed and does not have sufficient information to respond to Part B of this Form.

Sign here if you are an individual:

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

Subscribed and sworn to or affirmed by \_\_\_\_\_ (name) this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

\_\_\_\_\_  
Notary Public of \_\_\_\_\_ (state)

My commission expires: \_\_\_\_\_

Sign here if you are an authorized representative of a responding entity:

Printed Name of Entity: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

Subscribed and sworn to or affirmed by \_\_\_\_\_ (name), as the \_\_\_\_\_ (title) of \_\_\_\_\_ (entity name) this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

\_\_\_\_\_  
Notary Public of \_\_\_\_\_ (state)

My commission expires: \_\_\_\_\_